



## BOARD OF SELECTMEN AGENDA

THURSDAY, MAY 10, 2018

SELECTMEN MEETING 7:00 P.M.

SELECTMEN'S CONFERENCE ROOM TOWN OFFICES, 3<sup>rd</sup> FLOOR

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- I. Call to Order– 7:00 P.M.
  - II. Opening Ceremonies – 7:00 P.M.
    - A. Moment of Silence/Pledge of Allegiance
  - III. Communications/Announcements/Liaison Reports – 7:05 P.M.
  - IV. Citizens Petitions and Presentations – 7:10 P.M.
  - V. Regular Business of the Board – 7:15 P.M.
    - A. Elm Square Oyster Co. – (10 minutes)

Rave Hospitality Group LLC d/b/a Elm Square Oyster Co., 2 Elm Square has applied for an Outdoor Dining License of 32 seats, 16 tables along Main Street as shown as Outdoor Seating Area A in Plan A-2 dated March 8, 2013.
  - VI. Selectmen Workshop – 7:25 P.M.
    - A. Board of Selectmen and Town Manager to discuss the FY2018/2019 Goals and Objectives.
  - VII. Consent Agenda – 8:55 P.M.
    - A. APPOINTMENTS – (Town Manager)

That the following appointments by the Town Manager be approved:

DEPARTMENT/ COMMITTEE	NAME	POSITION	RATE/ TERM	DOH
Police	Joseph Lamagna v. R. Crimmins	Patrolman	\$52,561.15	5/20/18
Recreation	Kaitlyn Murphy	Assistant- Director Swim Lessons	\$20.00/hr.	6/1/18
Recreation	Colleen Kefferstan	Kid Care- Group Leader	\$17.00/hr.	4/30/18
Youth Services	Christopher Sannella	AYS Counselor	\$11.00/hr.	4/22/18
Youth Services	Danielle Major	AYS Counselor 2	\$11.00/hr.	4/9/18

Youth Services	Roberto Powers	AYS Counselor 2	\$11.00/hr.	4/2/18
Youth Services	Hannah Krieger	AYS Supervisor 8	\$20.00/hr.	4/9/18
IT	Joseph Huskey v. C. Primes	Tech Specialist 1	\$53,812.13	5/20/18
Municipal Services	Roland Benjamin v. S. Migliori	Water Treatment Operator w8-4	\$62,661.00	5/11/18
Municipal Services	Paul Gahinet	Civil Engineer Intern.	\$15.00/hr.	5/11/18
Municipal Services	Nicholas Morasse v. John Young	Equipment Operator 2	\$52,764.00	5/11/18

VIII. Purpose 2 Executive Session – 9:00 P.M.

- A. Board to consider to vote to hold a Purpose 2 Executive Session to conduct strategy session in preparation for negotiations with nonunion personnel (the Town Manager) or contract negotiations with nonunion personnel.

IX. Adjournment – 9:45 P.M.

*If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Wendy Adams at 978-623-8210 or [wadams@andoverma.gov](mailto:wadams@andoverma.gov) in the Town Manager's Office.*

MEETINGS ARE TELEVISED ON  
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45

## ELM SQUARE OYSTER CO. OUTDOOR DINING LICENSE MOTION

### MOTION:

I move to approve the application of Rave Hospitality Group LLC d/b/a Elm Square Oyster Co., 2 Elm Square for an Outdoor Dining License of 32 seats, 16 tables along Main Street as show as Outdoor Seating Area A in Plan A-2 dated March 8, 2013 subject to the following conditions:

- 1) That all other requirements of the Town are met prior to issuance and
- 2) Outdoor Seating Area B along Post Office Avenue comply with Zoning Board of Appeals Special Permit decision number 3940.

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Yes: \_\_\_\_\_

No: \_\_\_\_\_

# **LICENSE AGREEMENT**

**By and between**

**THE TOWN OF ANDOVER**

**And**

Rave Hospitality Group, LLC

## **THE OWNER AND OPERATOR OF A RESTAURANT LOCATED WITHIN THE TOWN OF ANDOVER**

This License Agreement (the "Agreement") is entered into as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Andover and Rave Hospitality Group, LLC. The Owner and Operator of a Restaurant located within the Town of Andover.

WITNESSETH:

**WHEREAS**, Licensee is owner and operator of a Restaurant facility within the Town of Andover (hereinafter "Restaurant Owner");

**WHEREAS**, Licensor is the Town of Andover (hereinafter the "Town");

**WHEREAS**, the Restaurant Owner desires to provide the public with outdoor dining;

**WHEREAS**, the Town is seeking a manner through which to facilitate the Restaurant Owner's ability to provide the public with outdoor dining;

**WHEREAS**, the Town and the Restaurant Owner desire to cooperate to further the above-stated purpose in a way compatible with the public interest;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. License to Provide Outdoor Dining. The Town of Andover hereby grants the Restaurant Owner a license to provide outdoor dining services at its restaurant facility located within the Town of Andover. The Licensee shall comply with the terms of this Agreement, the License granted by the Board of Selectmen, any other license related to the Restaurant Facility, all applicable laws, regulations, and bylaws and all applicable rules and regulations established by the Board of Selectmen. Within the

licensed area, the licensee may put and maintain no more than 16 tables and 32 chairs. All such services will be provided at the sole cost and expense of the Restaurant Owner. The Town of Andover shall not be liable for such cost nor obligated to reimburse the Restaurant Owner for the same. The Restaurant Owner shall be responsible for obtaining all permits or licenses at its expense for the construction of any improvements necessary to the provision of such services.

2. Indemnification. The Restaurant Owner shall indemnify, defend and save harmless the Town of Andover, its officers, and employees from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the Town may be subject or put by reason of injury (including death) to persons or property from the operation, construction, or existence of the outdoor dining facility and service, under this Agreement.

3. Insurance. The Restaurant Owner shall carry or require that there be carried Workers' Compensation Insurance for all employees and those of its contractors and/or subcontractors engaged in work at the outdoor dining facility, in accordance with the State Workers' Compensation Laws. The Restaurant Owner shall furnish a certificate of insurance to the Town evidencing coverage of Workers' Compensation Insurance. In addition, the Restaurant Owner shall carry Comprehensive Public Liability and Property Damages Liability Insurance, and if alcoholic beverages are served Liquor Liability Insurance, with limits hereinafter set forth to cover the Restaurant Owner and its contractors and subcontractors against claim due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the provision of outdoor dining services. The Comprehensive General Liability Policy, and if applicable, Liquor Liability Insurance Policy, shall insure against all claims and demands for bodily injury and property damage with respect to the outdoor dining facilities and services, with limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. The Town shall be named as an "additional insured" in all policies for such insurance. The Restaurant Owner (and their heirs, successors and assigns in interest) shall hold harmless, defend and indemnify the Town of Andover and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under this agreement. The Restaurant Owner shall furnish a certificate of insurance to the Town prior to commencing provision of the facilities and services authorized under this Agreement. Where such insurance is renewed or replaced the Restaurant Owner shall furnish the Town with a certificate of insurance evidencing same.

4. Maintenance. The Restaurant Owner shall maintain the premises utilized for the provision of outdoor dining facilities and services under this Agreement in a clean and orderly condition. The Restaurant Owner assumes responsibility for the removal of any debris generated by the construction, operation, or existence of the outdoor dining facility and service. These duties assumed by the Restaurant Owner include but are not limited to:

Plant maintenance, lawn maintenance, if any;

General maintenance and cleaning of fixtures;

Sweeping;

Trash removal; and

Security, including the removal of any person who becomes disorderly. The Restaurant owner shall be solely responsible for any costs and losses generated by the listed, and any other maintenance duties.

5. Term. The license granted herein shall begin after it is approved by the Board of Selectmen and upon execution of this Agreement and payment of the License Fee and shall expire on the October 31<sup>st</sup> immediately following, unless sooner revoked. At the expiration or revocation of this License, the Licensee shall promptly remove all furniture and articles placed in the outdoor dining area, and return the area to condition at least as good prior to the issuance of this License.

6. Hours of Operation. The License granted hereunder neither extends the physical description of the Premises nor shortens or extends the hours during which the Licensee may carry on other lawful licensed activities in the premises to which the outdoor dining area is auxiliary.

7. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the Town for any reason whatsoever upon written notice to the Licensee from the Town. The license will terminate upon Licensee's receipt of said written notice described therein. Licensee acknowledges, covenants and agrees that this License is revocable at will by the Town and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the Town for such revocation whether by way of monetary charges, a suit in equity, or otherwise.

**WITNESS**, the execution hereof in counterparts under seal as of the date and year first above written.

By\_\_\_\_\_

Owner and Operator of Restaurant  
Located within the Town of Andover

By\_\_\_\_\_

Chairman, Board of Selectmen

Date: \_\_\_\_\_

### CERTIFICATION OF GOOD FAITH

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

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### CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, Rave Hospitality Group, LLC, whose principal place of business is at 2 Elm Square in Andover, MA., does hereby certify under the pains and penalties of perjury that he has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Federal Identification No. of Rave Hospitality Group: 82-1627200